

# **EXHIBIT A**

JOSEPH W. CHARLES (SBN:003038)  
JOSEPH W. CHARLES, P.C.  
5704 West Palmaire Avenue  
Post Office Box 1737  
Glendale, Arizona 85311  
Phone: (623) 939-6546 / Fax: (623) 939-6718  
Email: [attyjcharles@joecharles.com](mailto:attyjcharles@joecharles.com)  
Attorney for Plaintiff

COPY

JUL 30 2009



MICHAEL K. JEANES, CLERK  
J. GARCIA  
DEPUTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

CV 2009-024416

CASE NO.:

COMPLAINT

3 MARTHA RODRIGUEZ, a single  
woman,

4 Plaintiff,

vs.

2 QUALITY LOAN SERVICE CORP. a  
California corporation licensed to do  
3 business in the State of Arizona,  
4 MIDFIRST BANK a nationally chartered  
bank, and their subsidiary MIDLAND  
5 MORTGAGE COMPANY, an  
Oklahoma Corporation licensed to do  
6 business in the State of Arizona, WELLS  
7 FARGO BANK, N.A., a national banking  
association licensed to do business in the  
8 State of Arizona. TRES AMIGOS  
9 PROPERTIES LLC, an Arizona limited  
liability company, XYZ  
0 CORPORATIONS 1-10, JOHN and  
1 JANE DOES 1-10, BLACK  
PARTNERSHIPS 1-10

2 Defendants.

3 COMES NOW, Plaintiff, MARTHA RODRIGUEZ, by and through undersigned  
4 counsel, and for her cause of action against Defendants states and alleges as follows:

5 PARTIES

6 1. Plaintiff is a resident of the State of Arizona, County of Maricopa.  
7 2. Plaintiff has been the legal owner of certain real property whose common address  
8 is 4210 W. Corrine Drive, Phoenix, Arizona 85029 ("the Property").

1           3. Defendant Midland Mortgage Company ("Midland") is a subsidiary of the  
2 MidFirst Bank, an Oklahoma Corporation licensed to do business in the State of Arizona.

3           4. Defendant Midland claimed to be the first mortgage holder of the Property.

4           5. Defendant Wells Fargo Bank, N.A. ("Wells Fargo") is a national banking  
5 association licensed to do business in the State of Arizona.

6           6. Wells Fargo contracted with Plaintiff to provide mortgage financing, as set forth  
7 below.

8           7. Defendant Quality Loan Service Corporation is a California corporation qualified  
9 to do business in Arizona who served in the capacity of trustee in the trustee sale of the subject  
10 property.

11          8. Tres Amigos Properties LLC, an Arizona limited liability company purport to be  
12 purchasers of the property located at 4210 W. Corrine Dr. Phoenix, AZ 85029 by trustee's sale  
13 held on July 9<sup>th</sup>, 2009.

14          9. MidFirst Bank is a nationally chartered financial institution.

15          10. All Defendants identified as governmental entities, corporations, or other such  
16 entities were at all times mentioned herein acting by and through officers, employees, agents,  
17 and contractors, who were acting within the course and scope of their employment and authority,  
18 such that these governmental entities, corporations, or other such entities are vicariously liable  
19 for the tortuous conduct of their officers, agents, employees, and contractors. Such  
20 governmental entities, corporations, or other such entities also are directly liable for their own  
21 negligence, recklessness, and other tortuous conduct in the hiring and supervision of the officers,  
22 employees, agents, and contractors whose conduct gives rise to this action.

24           **GENERAL ALLEGATIONS**

25          11. Plaintiff has utilized the Property as her primary residence.

26          12. Plaintiff was notified by Midland that mortgage payments were in arrears and  
27 Plaintiff's loan was in default status.

28          13. Plaintiff had considerable equity in the Property.

1       14. Plaintiff contacted Wells Fargo Bank for the purpose of securing a "reverse  
2 mortgage" in which some of the funds from the reverse mortgage would be paid directly to  
3 Midland to cure the default.

4       15. Plaintiff complied with all requests of Wells Fargo to obtain the reverse mortgage  
5 to cure any default for delinquent payments owed on the Property.

6       16. Plaintiff was assured by Wells Fargo that Plaintiff qualified for the reverse  
7 mortgage and that payment would be made by Wells Fargo to Midland for any delinquent  
8 payments on the underlying note, which was secured by the Deed of Trust on the property.

9       17. Plaintiff relied upon said representations of Wells Fargo and its employees that  
10      she was qualified for the reverse mortgage and that Wells Fargo would make payment to  
11      Midland for the delinquent payments from the proceeds of the reverse mortgage.

18. Plaintiff received on or about July 4, 2009, Exhibit A, a Notice of Eviction.

## COUNT ONE

## LACK OF STANDING BY MIDLAND

15       19. Plaintiff believes that Midland was not the holder of the underlying note secured  
16 by the deed of trust and therefore did not have standing to conduct a Trustee's Sale. Therefore,  
17 David Bilfeld as purported purchaser cannot be a bona-fide purchaser under the trustee sale.  
18

## COUNT TWO

## BREACH OF CONTRACT BY MIDLAND

21  
22 20. Plaintiff requests pursuant to A.R.S. §12-1831, a declaration of her rights  
23 pertaining to the Property.

24       21. Plaintiff submits that upon information and belief the Notice of Trustee's Sale  
25 pursuant to A.R.S. §33-808, *et seq.*, was improper.

COUNT THREE

## BREACH OF FIDUCIARY DUTY BY MIDLAND

1           22. Plaintiff restates and incorporates by reference all the allegations set forth in  
2 Paragraphs 1-21 of this Complaint.

3 23. Defendant Midland owed a fiduciary duty to Plaintiff as her mortgage company.

4           24. Midland breached their fiduciary by proceeding with a Trustee's Sale when  
5 Plaintiff had notified Midland that Plaintiff had secured financing to cure any defaults.

6       25. Plaintiff has suffered emotional and financial damages as a result of said breach  
7 of fiduciary duty in an amount to be proven at trial.

## COUNT FOUR

## **BREACH OF DUTY OF GOOD FAITH AND FAIR DEALING BY MIDLAND**

11       26. Plaintiff restates and incorporates by reference all the allegations set forth in  
12 Paragraphs 1-25 of this Complaint.

13        27. A party to a contract has a duty to act fairly and in good faith. This duty is  
14 implied by law and need not be in writing. This duty requires that neither party do anything that  
15 prevents the other party from receiving the benefits of their agreement.

16       28. Defendant Midland has breached the duty of good faith and fair dealing, and  
17 Plaintiff is entitled to recover damages proved by the evidence to have resulted naturally and  
18 directly from the breach and to recover consequential damages.

## COUNT FIVE

RESPONDEAT SUPERIOR

21        29. All allegations as to Midland are hereby reasserted against Midfirst as the  
22 principal of Midland

COUNT SIX

## NEGLIGENCE BY WELLS FARGO

25           30. Plaintiff restates and incorporates by reference all the allegations set forth in  
26 Paragraphs 1-29 of this Complaint.  
27

1       31. Plaintiff contracted with Wells Fargo to obtain a reverse mortgage and thereby  
2 Wells Fargo owed a duty to Plaintiff to act in good faith to secure funding for the reverse  
3 mortgage and disburse funds from said reverse mortgage to Defendant Midland to cure any  
4 defaults.

5       32. Wells Fargo acted negligently, carelessly and in bad faith in processing the  
6 reverse mortgage for Plaintiff, which specifically included making payment to Defendant  
7 Midland to cure the default.

8       33. Plaintiff has suffered emotional and financial damages as a result of the  
9 negligence of Wells Fargo in an amount to be proven at trial.

10                   **COUNT SEVEN**

11                   **PROMISSORY ESTOPPEL AGAINST WELLS FARGO**

12       34. Plaintiff restates and incorporates by reference all the allegations set forth in  
13 Paragraphs 1-33 of this Complaint.

14       35. If the court finds that there was no contract between the Plaintiff and Wells Fargo,  
15 promissory estoppel protects the Plaintiff where Wells Fargo induced reasonable, foreseeable,  
16 and detrimental reliance on Wells Fargo's promise to save her house from trustee's sale or  
17 foreclosure.

18       36. Failure to fulfill the promise caused the trustee's sale to occur, the Plaintiff to be  
19 without a home, and a significant loss of equity in the home to be proved at trial.

20                   **COUNT EIGHT**

21                   **NEGLIGENT MISREPRESENTATION**

22       37. Plaintiff restates and incorporates by reference all the allegations set forth in  
23 Paragraphs 1-36 of this Complaint.

24       38. Wells Fargo presented as a fact that their services would stop the trustee's sale.

25       39. This fact turned out to be untrue.

26       40. This fact was negligently presented to the Plaintiff.

41. Reliance on this fact caused Plaintiff to not consider other alternatives and as a result suffered the loss of her home and significant equity to be proved at trial.

**WHEREFORE**, Plaintiff prays for Judgment as follows:

A. As to Counts One and Two, a Judgment declaring the Trustee's Sale void, declaring that David Bilfeld is not a bona fide purchaser and that Plaintiff is the lawful owner of the Property;

B. As to Counts Three, Four, and Five, special, general and punitive damages against Defendant Midland, in such an amount as shall be determined upon the trial of this action.

C. As to Counts Six, Seven, and Eight, special, general and punitive damages against Defendant Wells Fargo, in such an amount as shall be determined upon the trial of this action.

D. As to all Counts, the attorneys fees and costs incurred by Plaintiff in this action including attorneys fees awardable under A.R.S. §12-341.01

E. For such other and further relief as the Court deems just and proper.

DATED this \_\_\_\_\_ Day of \_\_\_\_\_, 2009.

**JOSEPH W. CHARLES, P.C.**

By   
**JOSEPH W. CHARLES**  
Attorneys for Plaintiff

## **EXHIBIT B**

MICHAEL K. JEANES, CLERK  
RECEIVED CCC #5  
DOCUMENT DEPOSITORY

09 AUG -5 PM 3:48

1 JOSEPH W. CHARLES (SBN:003038)  
2 JOSEPH W. CHARLES, P.C.  
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Email: [attvcharles@joecharles.com](mailto:attvcharles@joecharles.com)  
5 Attorney for Plaintiff

FILED  
BY M. Mejia, DEP.

ORIGINAL

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF MARICOPA

CV 2009-024416

CASE NO.:

SUMMONS

IF YOU WANT THE ADVICE OF A  
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COUNTY BAR ASSOCIATION

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11 vs.  
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15 **FARGO BANK, N.A.**, a national banking  
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liability company, **XYZ**  
17 **CORPORATIONS 1-10, JOHN and**  
**JANE DOES 1-10, BLACK**  
18 **PARTNERSHIPS 1-10**  
19 Defendants.  
20  
21  
22

23 THE STATE OF ARIZONA TO: **QUALITY LOAN SERVICE CORP.**  
24

25 **YOU ARE HEREBY SUMMONED** and required to appear and defend, within the time  
applicable, in this action in this Court. If served within Arizona, you shall appear and defend  
within 20 days after the service of the Summons and Complaint upon you, exclusive of the day  
of service. If served out of the State of Arizona C whether by direct service, by registered or  
certified mail, or by publication C you shall appear and defend within 31 days after the service of  
the Summons and Complaint upon you is complete, exclusive of the day of service. Where  
process is served upon the Arizona Director of Insurance as an insurer=s attorney to receive  
service of legal process against it in this state, the insurer shall not be required to appear, answer  
or plead until expiration of 40 days after date of such service upon the Director. Service by

1 registered or certified mail without the State of Arizona is complete 30 days after the date of  
2 receipt by the party being served. Service by publication is complete 30 days after the date of  
3 first publication. Direct service is complete when made. Service upon the Arizona Motor  
4 Vehicle Superintendent is complete 30 days after filing the Affidavit of Compliance and return  
receipt or officer=s Return. **RCP 4, ARS Sec. 20-222, 28-502, 28-503.**Copies of the pleadings  
located at 201 West Jefferson, Phoenix, Arizona.

5 **YOU ARE HEREBY NOTIFIED** that in case of your failure to appear and defend  
6 within the time applicable, judgment by default may be rendered against you for the relief  
demanded in the Complaint.

7 Requests for reasonable accommodation for persons with disabilities must be made to the  
8 division assigned to the case by parties at least 3 judicial days in advance of a scheduled court  
proceeding.

9 **YOU ARE CAUTIONED** that in order to appear and defend, you must file an Answer  
10 or proper response in writing with the Clerk of this Court, accompanied by the necessary filing  
fee, within the time required, and you are required to serve a copy of any Answer or response  
11 upon the Plaintiffs' attorney. **Rcp 10(D); ARS Sec. 12-311; RCP 5.**

12 The name and address of Plaintiffs' attorney is:

13 JOSEPH W. CHARLES  
14 5704 W. Palmaire Avenue  
15 Post Office Box 1737  
Glendale AZ 85311  
(623) 939-6546

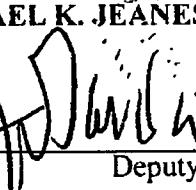
16 JUL 30 2009

17 MICHAEL K. JEANES, CLERK

18 SIGNED AND SEALED this date:



19 MICHAEL K. JEANES, CLERK

20 

21 Deputy Clerk

22  
23  
24  
25  
26  
27  
28

MICHAEL K. JEANES, CLERK  
RECEIVED CCC #5  
DOCUMENT DEPOSITORY

09 AUG -5 PM 3:48

HAWKINS and E-Z MESSENGER  
1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

FILED  
BY M. Mejia, DEP.

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF MARICOPA

MARTHA RODRIGUEZ  
VS  
QUALITY LOAN SERVICE

CASE NO. CV2009-024416

STATE OF ARIZONA )  
MARICOPA COUNTY )

AFFIDAVIT OF SERVICE

THE AFFIANT, being sworn, states: That I am a private process server registered in MARICOPA COUNTY and an Officer of the Court. On 08/03/09 I received the SUMMONS; CERTIFICATE OF COMPULSORY ARBITRATION; COMPLAINT; REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS;

from JOSEPH W. CHARLES, P.C. and by in each instance I personally served a copy of each document listed above upon:

QUALITY LOAN SERVICE CORP. A CALIFORNIA CORPORATION LICENSED TO DO BUSINESS IN THE STATE OF ARIZONA, BY SERVICE UPON ITS STATUTORY AGENT, C.T. CORPORATION SYSTEM on 08/03/09 at 12:45 pm at 2394 E. CAMELBACK ROAD PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with DUC LE, PROCESS SPECIALIST, STATED AUTHORIZED TO ACCEPT.

Description: ASIAN, Male, Approx. 35 yrs. of age, 5' 7" tall, Weighing 150lbs., BLACK Hair,

DON A. FOUTZ ACPS Affiant  
Sworn to before me the Aug 4, 2009

JoAnn Florez

Notary

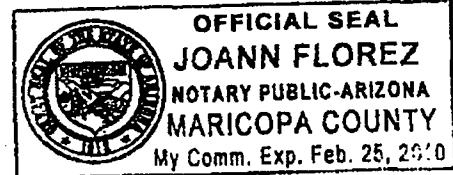
My Commission expires: 02/25/2010



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ORIGINAL



SERVICE OF PROCESS	\$	16.00
MILES	8	\$ 19.20
SERVICE CHARGE		\$ 5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	50.20

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Email: [attyjcharles@joecharles.com](mailto:attyjcharles@joecharles.com)  
5 Attorney for Plaintiff

MICHAEL K. JEANES, CLERK  
RECEIVED CCC #7  
DOCUMENT DEPOSITORY

09 AUG -7 PM 1:00

FILED  
BY Y. ESCALANTE, DE.

6 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

7 IN AND FOR THE COUNTY OF MARICOPA

8 MARTHA RODRIGUEZ, a single  
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20 **PARTNERSHIPS 1-10**

21 Defendants.

CV 2009-024416

CASE NO.:

SUMMONS

IF YOU WANT THE ADVICE OF A  
LAWYER, YOU MAY WISH TO CONTACT  
THE LAWYER REFERRAL SERVICE AT  
602-257-4434 OR ON-LINE AT  
[WWW.LAWYERFINDERS.ORG](http://WWW.LAWYERFINDERS.ORG). LRS IS  
SPONSORED BY THE MARICOPA  
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23 THE STATE OF ARIZONA TO: MIDFIRST BANK

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25 **YOU ARE HEREBY SUMMONED** and required to appear and defend, within the time  
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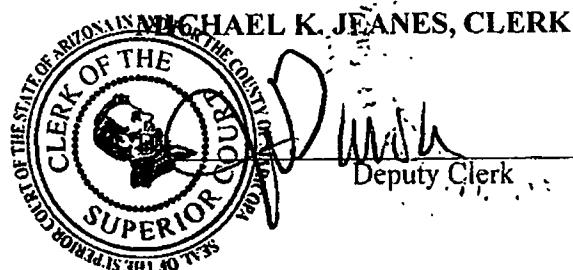
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10 or proper response in writing with the Clerk of this Court, accompanied by the necessary filing  
fee, within the time required, and you are required to serve a copy of any Answer or response  
11 upon the Plaintiff's attorney. **Rcp 10(D); ARS Sec. 12-311; RCP 5.**

12 The name and address of Plaintiffs' attorney is:

13 JOSEPH W. CHARLES  
14 5704 W. Palmaire Avenue  
15 Post Office Box 1737  
Glendale AZ 85311  
(623) 939-6546

16 JUL 30 2009

17 SIGNED AND SEALED this date: \_\_\_\_\_  
18



MICHAEL K. JEANES, CLERK  
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HAWKINS and E-Z MESSENGER  
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from JOSEPH W. CHARLES, P.C. and by in each instance I personally served a copy of each document listed above upon:

MIDFIRST BANK, A NATIONALLY CHARTERED on 08/04/09 at 9:00 am at 3030 E. CAMELBACK ROAD PHOENIX, AZ 85016 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with BETH BARLES, ASSISTANT LEGAL COUNSEL, STATED AUTHORIZED TO ACCEPT.

Description: WHITE, Female, Approx. 30 yrs. of age, 5' 2" tall, Weighing 130lbs., BROWN Hair,

DON A. FOUTZ, ACPS Affiant  
sworn to before me the Aug 5, 2009

JOANN FLOREZ

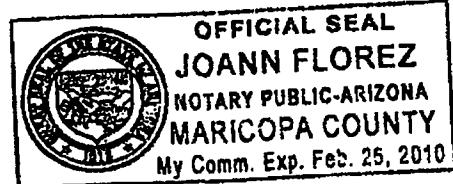
Notary

My Commission expires: 02/25/2010



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ORIGINAL

AX021691263



SERVICE OF PROCESS \$	16.00
MILES 10 \$	24.00
SERVICE CHARGE \$	5.00
AFFIDAVIT PREP/NOTARY \$	10.00
TOTAL \$	55.00

MICHAEL K. JEANES, CLERK  
RECEIVED AUG 05  
OCC IN THE CLERK'S OFFICE

09 AUG 10 PM 3:51

FILED

BY *A. Asher*, DEP.

1 JOSEPH W. CHARLES (SBN:003038)  
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5 Attorney for Plaintiff

ORIGINAL

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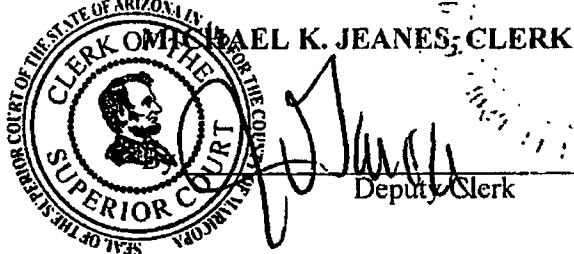
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15 Post Office Box 1737  
Glendale AZ 85311  
(623) 939-6546

17 **SIGNED AND SEALED** this date:  
18 *JUL 30 2009*



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RECEIVED U.S.C. #5  
DOCUMENT DEPOSITORY

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FILED  
BY A. Asher, DEP.

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1209 E. Washington Street  
Phoenix, AZ 85034  
(602) 258-8081 FAX: (602) 258-8864

IN THE ARIZONA SUPERIOR COURT  
STATE OF ARIZONA COUNTY OF MARICOPA

MARTHA RODRIGUEZ  
VS  
QUALITY LOAN SERVICE CORP.

CASE NO. CV2009-024416

STATE OF ARIZONA }  
PINAL COUNTY }  
THE AFFIANT, being sworn, states: That I am a private process server registered in

AFFIDAVIT OF SERVICE

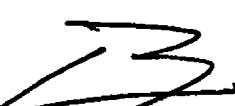
PINAL COUNTY and an Officer of the Court. On 08/03/09 I received the SUMMONS; CERTIFICATE OF COMPULSORY ARBITRATION; COMPLAINT; REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS;

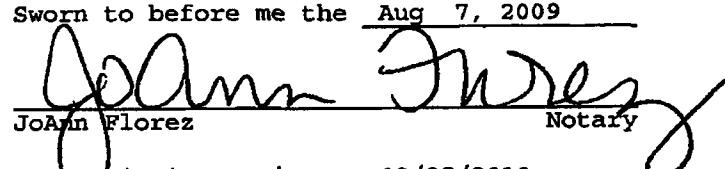
from JOSEPH W. CHARLES, P.C. and by in each instance I personally served a copy of each document listed above upon:

WELLS FARGO BANK, N.A., A NATIONAL BANKING ASSOCIATION LICENSED TO DO BUSINESS IN THE STATE OF ARIZONA, BY SERVICE UPON CORPORATION SERVICE COMPANY on 08/05/09 at 12:05 pm at 23338 W. ROYAL PALM ROAD #J PHOENIX, AZ 85003 MARICOPA COUNTY in the manner shown below:

by leaving true copy(ies) of the above documents with ASHLEY MACULIFFE, CLERK, STATED AUTHORIZED TO ACCEPT.

Description: WHITE, Female, Approx. 35 yrs. of age, 5' 7" tall, Weighing 300lbs., BLUE Eyes, BROWN Hair,

  
CHAD BARBER, ACPS Affiant  
Sworn to before me the Aug 7, 2009

  
JoAnn Florez

Notary

My Commission expires: 02/25/2010



1691265 3088 14  
ORIGINAL

AX021691265



SERVICE OF PROCESS	\$	16.00
MILES	13	\$ 31.20
SERVICE CHARGE		\$ 5.00
AFFIDAVIT PREP/NOTARY	\$	10.00
TOTAL	\$	62.20

MICHAEL K. JEANES  
Clerk of the Superior Court

Paul M. Levine, Esq. (007202)  
Matthew Silverman, Esq. (018919)  
**McCARTHY ♦ HOLTHUS ♦ LEVINE**  
3636 North Central Avenue, Suite 1050  
Phoenix, Arizona 85012  
Telephone: (602) 230-8726  
[plevine@mhllevine.com](mailto:plevine@mhllevine.com)  
*Attorneys for Defendants Midfirst/Midland*

By KRISTY KEE, Deputy  
Date 08/25/2009 Time 02:58 PM  
**Description**      **Qty**      **Amount**  
\_\_\_\_\_  
CASE# CV2009-024416  
CIVIL SEPARATE ANS    001      223.00  
\_\_\_\_\_  
**TOTAL AMOUNT**                  223.00  
Receipt# 00011212440

**IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
IN AND FOR THE COUNTY OF MARICOPA**

MARTHA RODRIGUEZ, a single woman,

Case No.: CV2009-024416

**Plaintiff,**

VS.

QUALITY LOAN SERVICE CORP., a California corporation; MIDFIRST BANK, a nationally chartered bank and their subsidiary MIDLAND MORTGAGE COMPANY, an Oklahoma corporation; WELLS FARGO BANK, N.A., a national Banking association; TRES AMIGOS PROPERTIES LLC, an Arizona limited liability company; JOHN DOES I-X; JANE DOES I-X; ABC CORPORATIONS I-X; XYZ PARTNERSHIPS I-X,

**DEFENDANTS MIDFIRST BANK  
AND MIDLAND MORTGAGE  
COMPANY'S ANSWER**

(Assigned to the Honorable Hugh Hegyi)

## Defendants.

Defendants, Midfirst Bank (“Midfirst”) and Midland Mortgage Company (“Midland”), by and through their counsel undersigned, for their Answer to the Plaintiff’s Complaint, hereby admit, deny and allege as follows:

1                   PARTIES

2       1. Defendants deny each and every allegation of the Plaintiff's Complaint not specifically  
3 admitted herein.

4       2. Answering paragraphs 1 and 2, Defendants are without sufficient information or knowledge  
5 with which to form a belief as to the truth of the allegations contained therein and therefore deny same.

6       3. Answering paragraph 3, Defendants admit that Midland is the subsidiary of Midfirst.  
7 Defendants deny the remaining allegations of paragraph 3.

8       4. Answering paragraph 4, Defendants deny the allegations contained therein.

9       5. Answering paragraph 5, upon information and belief, Defendants admit the allegations  
10 contained therein.

12       6. Answering paragraph 6, Defendants are without sufficient information or knowledge with  
13 which to form a belief as to the truth of the allegations contained therein and therefore deny same.

14       7. Answering paragraph 7, Defendants admit the allegations contained therein.

15       8. Answering paragraph 8, Defendants are without sufficient information or knowledge with  
16 which to form a belief as to the truth of the allegations contained therein and therefore deny same.

17       9. Answering paragraph 9, Defendants allege that Midfirst is a federally chartered savings  
18 association.

19       10. Answering paragraph 10, Defendants are without sufficient information or knowledge with  
20 which to form a belief as to the truth of the allegations contained therein and therefore deny same.

1                   **GENERAL ALLEGATIONS**

2         11. Answering paragraph 11, Defendants are without sufficient information or knowledge with  
3 which to form a belief as to the truth of the allegations contained therein and therefore deny same.

4         12. Answering paragraph 12, upon information and belief, Defendants admit the allegations  
5 contained therein.

6         13. Answering paragraphs 13, 14, 15, 16, 17 and 18, Defendants are without sufficient  
7 information or knowledge with which to form a belief as to the truth of the allegations contained  
8 therein and therefore deny same.

9                   **COUNT ONE**  
10                  **LACK OF STANDING BY MIDLAND**

11         14. Answering paragraph 19, Defendants deny the allegations contained therein.

12                   **COUNT TWO**  
13                  **BREACH OF CONTRACT BY MIDLAND**

14         15. Answering paragraph 20, Defendants are without sufficient information or knowledge with  
15 which to form a belief as to the truth of the allegations contained therein and therefore deny same.

16         16. Answering paragraph 21, Defendants deny the allegations contained therein.

17                   **COUNT THREE**  
18                  **BREACH OF FIDUCIARY DUTY BY MIDLAND**

19         17. Answering paragraph 22, Defendants incorporate and reallege the allegations of paragraphs  
20 1-16 above, as if fully set forth herein.

21         18. Answering paragraphs 23, 24 and 25, Defendants deny the allegations contained therein.

**COUNT FOUR**  
**BREACH OF DUTY OF GOOD FAITH  
AND FAIR DEALING BY MIDLAND**

19. Answering paragraph 26, Defendants incorporate and reallege the allegations of paragraphs 1-18 above, as if fully set forth herein.

20. Answering paragraph 27, the allegation is a legal conclusion and does not require any response. Without prejudice to or waiver of its rights, Defendants admit the allegations contained therein.

21. Answering paragraph 28, Defendants deny the allegations contained therein.

**COUNT FIVE**  
**RESPONDEAT SUPERIOR**

22. Answering paragraph 29, Defendants deny the allegations contained therein.

**COUNT SIX**  
**NEGLIGENCE BY WELLS FARGO**

23. Answering paragraph 30, Defendants incorporate and reallege the allegations of paragraphs 1-22 above, as if fully set forth herein.

24. Answering paragraphs 31, 32 and 33, Defendants are without sufficient information or knowledge with which to form a belief as to the truth of the allegations contained therein and therefore deny same.

COUNT SEVEN

25. Answering paragraph 34, Defendants incorporate and reallege the allegations of paragraphs 1-24 above, as if fully set forth herein.

26. Answering paragraphs 35 and 36, Defendants are without sufficient information or knowledge with which to form a belief as to the truth of the allegations contained therein and therefore deny same.

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2                   **COUNT EIGHT**  
3                   **NEGLIGENT MISREPRESENTATION**

4                   27. Answering paragraph 37, Defendants incorporate and reallege the allegations of paragraphs  
5                   1-26 above, as if fully set forth herein.

6                   28. Answering paragraphs 38, 39, 40 and 41, Defendants are without sufficient information or  
7                   knowledge with which to form a belief as to the truth of the allegations contained therein and therefore  
8                   deny same.

9                   29. As and for their affirmative defenses, Defendants allege that Counts One, Two, Three, Four  
10                  and Five fail to state a claim upon which relief can be granted. Defendants further allege lack of privity  
11                  of contract, estoppel, failure of consideration, laches and waiver. Defendants reserve the right to allege  
12                  any other affirmative defense which may be discovered and which may be relevant to this matter. In  
13                  addition, Defendants affirmatively allege A.R.S. § 33-811.

14                  30. Plaintiff's Complaint against Midfirst and Midland arise out of an alleged contract and  
15                  pursuant to A.R.S. § 12-341.01, Defendants are entitled to an award of their attorney's fees, including  
16                  post judgment attorney's fees.

17                  WHEREFORE, Defendants Midfirst Bank and Midland Mortgage Company pray that all counts  
18                  of the Plaintiff's Complaint be dismissed with prejudice as against these answering Defendants, for  
19                  their costs incurred herein, including post judgment costs, for their attorney's fees, including post  
20                  judgment attorney's fees, pursuant to A.R.S. § 12-341.01, and for such other and further relief as the  
21                  Court deems just and proper.

22                  ///

23                  ///

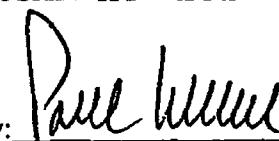
1 DATED this 25<sup>th</sup> day of August, 2009.

2

3 McCARTHY ♦ HOLTHUS ♦ LEVINE

4

5 By:



Paul M. Levine  
Matthew A. Silverman  
3636 North Central Avenue, Suite 1050  
Phoenix, Arizona 85012  
Attorneys for Defendants Midfirst/Midland

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7

8 ORIGINAL of the foregoing filed this 25  
9 day of August, 2009 with the Clerk of the Court.

10

11

COPY of the foregoing mailed this 25 day of  
August, 2009 to:

12

Joseph Charles  
5704 W. Palmaire Avenue  
Glendale, AZ 85311  
Attorney for Plaintiff

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## **EXHIBIT C**

August 28, 2009

Anne W. Bishop  
Snell & Wilmer L.L.P.  
One Arizona Center  
400 E. Van Buren St.  
Phoenix, AZ 85004-2202

Re: *Rodriguez v. Quality Loan Service Corp., et al.*  
*Maricopa County Superior Court Case No. CV2009-024416*

Dear Ms. Bishop:

I am counsel for Defendants Quality Loan Service Corp., Midfirst Bank, and Midland Mortgage Company, and I have authority to act on their behalf in the litigation entitled *Martha Rodriguez v. Quality Loan Service Corp., et al.* On behalf of Quality Loan Service Corp., Midfirst Bank, and Midland Mortgage Company, I consent to removal of this action to the United States District Court.

Very truly yours,  
  
Paul M. Levine

## **EXHIBIT D**

1 Gregory J. Marshall (#019886)  
2 Anne W. Bishop (#024666)  
3 SNELL & WILMER L.L.P.  
4 One Arizona Center  
5 400 E. Van Buren  
6 Phoenix, AZ 85004-2202  
7 gmarshall@swlaw.com  
8 abishop@swlaw.com  
9 Attorneys for Defendant  
10 Wells Fargo Bank, N.A.

11  
12 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
13 IN AND FOR THE COUNTY OF MARICOPA

14 MARTHA RODRIGUEZ, a single  
15 woman,

16 Plaintiff,

17 v.

18 QUALITY LOAN SERVICE CORP. a  
19 California corporation licensed to do  
20 business in the State of Arizona,  
MIDFIRST BANK a nationally  
chartered bank, and their subsidiary,  
MIDLAND MORTGAGE COMPANY,  
an Oklahoma Corporation licensed to do  
business in the State of Arizona,  
WELLS FARGO BANK, N.A., a  
national banking association licensed to  
do business in the State of Arizona,  
TRES AMIGOS PROPERTIES LLC,  
an Arizona limited liability company,  
XYZ CORPORATIONS 1-10, JOHN  
and JANE DOES 1-10, BLACK  
PARTNERSHIPS 1-10,

21 Defendants.

22 No. CV2009-024416

23 DEFENDANT WELLS FARGO  
24 BANK, N.A.'S NOTICE OF  
25 REMOVAL

26 (Honorable Hugh Hegyi)

Snell & Wilmer  
L.L.P.

LAW OFFICES  
One Arizona Center, 400 E. Van Buren  
Phoenix, Arizona 85004-2202  
(602) 382-6000

27 Defendant Wells Fargo Bank, N.A., gives notice of removal of this action from  
28 the Superior Court of Arizona, Maricopa County, to the United States District Court,  
District of Arizona. Pursuant to 28 U.S.C. § 1446(d), this Court shall proceed no further  
with this action.

29 DATED this 4th day of September, 2009.

30

1 SNELL & WILMER L.L.P.  
2  
3 By Anne W. Bishop  
4 Gregory J. Marshall (#019886)  
5 Anne W. Bishop (#024666)  
6 One Arizona Center  
7 400 E. Van Buren  
Phoenix, AZ 85004-2202  
Attorneys for Defendant  
Wells Fargo Bank, N.A.

8 ORIGINAL filed with the Clerk of Court  
9 this 4th day of September, 2009 and

10 COPY delivered this 4th day of September,  
11 to:

12 Honorable Hugh Hegyi  
Maricopa County Superior Court  
201 W. Jefferson, CCB-6A  
Phoenix, AZ 85003

13 COPY mailed this 4th day of  
14 September, 2009 to:

15 Joseph W. Charles, Esq.  
Joseph W. Charles, P.C.  
5704 W. Palmaire Ave.  
Glendale, AZ 85301  
[attyjcharles@joecharles.com](mailto:attyjcharles@joecharles.com)  
16 Attorney for Plaintiff

17 Paul M. Levine, Esq.  
Matthew Silverman, Esq.  
McCarthy Holthus Levine  
3636 N. Central Ave., Suite 1050  
Phoenix, AZ 85012  
[plevine@mlevine.com](mailto:plevine@mlevine.com)  
18 Attorneys for Defendants  
Midfirst Bank and Midland Mortgage Co.

19 Judy L. Stewart  
20 10467620  
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